

APPENDIX 111

National Security Agency

Deputy Directorate for Information Security

Controlled Cryptographic Item (CCI)

Control Agreement

This CCI Control Agreement (called the "Agreement") is entered into this ____ day of ____, 19 __, by and between the United States of America, acting through the National **Security** Agency, Deputy Directorate for Information Security (hereinafter called the Agency) and _____

(i) a corporation organized and existing under the laws of the state of _____

(ii) a partnership consisting of _____

(iii) an individual doing business as _____ with its principal office and **place** of business at _____ in the city of _____ state of _____ zip code _____

(hereinafter called the "User")

Witnesseth that:

Whereas the User is now in a contractual relationship with the Government, or a participant in the Commercial **COMSEC** Endorsement Program (**CCEP**), which may require the exchange of classified and/or sensitive Government information; and

Whereas the User requires **CCI** to secure its telecommunications involving classified or sensitive Government information; and

Whereas, the parties desire to define and set forth the precautions and specific safeguards to be taken by the User and the Government in order to preserve and maintain the national security of the United States through the prevention of improper disclosure **and/or** transfer of CCI, i.e., technical data, software, equipment, associated manuals and documents, and any other CCI material, the transfer or disclosure of which may be detrimental to the national security of the United States; and

Whereas, the Agency would not make **CCI** equipment and associated materials available to the User if this Agreement were not entered into;

Now, therefore, in consideration of the foregoing and the promises and agreements set forth in this document, and with specific recognition that the User's access to and use of **CCI** and associated materials involves special trust and confidence involving the national security, the User agrees:

Section I - CONTROLS AND PROCEDURES FOR ACCOUNTABILITY

(A) The User agrees to provide for and maintain, in accordance with the requirements of the **COMSEC** Supplement to the Industrial Security Manual (**CSISM**) and the applicable systems Doctrine, attached hereto and made part of this Agreement, a system of controls and procedures for accountability of **CCI** within the User's organization, subject, (i) to any revisions of the **CSISM** required by the demands of national security, as determined by the Agency, notice of which shall be provided to the User, and (ii) to mutual, written agreements entered into by the parties in order to adapt the **CSISM** to the User's business and necessary procedures. In order to place in effect such control and procedures, the User further agrees to prepare Standard Practice Procedures for its own internal use, such procedures to be consistent with the **CSISM**.

(B) The User understands that upon Agency approval of the User's written application, the Agency will open and administer a **COMSEC** account for the User. The Government will provide **COMSEC** Briefings to User personnel who are required, by the terms of the **CSISM**, to be so briefed.

(C) The User agrees that during the term of the Agreement he will not (i) sell, lease, alienate, transfer, or otherwise divest himself of **title** (in any manner, whether voluntarily or involuntarily, in whole or in part) to any **CCI** equipment or associated material owned, held or controlled by the user, except in accordance with the requirements of the **CSISM**, (ii) pledge, mortgage, hypothecate or grant a security interest in any **CCI** equipment or associated material owned, held or controlled by the User; or (iii) suffer or permit to exist any lien or security interest in any **CCI** equipment or associated material owned, held or controlled by the User.

(D) The User agrees that he may not assign this Agreement nor any rights or obligations hereunder.

Section II - INSPECTION AND AUDIT

The user acknowledges that designated representatives of the U.S. Government responsible for inspection pertaining to the maintenance of proper controls and audit of **COMSEC** accounts to ensure the completeness and accuracy of

accounting and reporting shall have the right to inspect, at reasonable intervals, the procedures, methods and facilities utilized by the User to comply with the requirements of the CSISM and the terms of **this** Agreement. Should the Government determine that the User's control and accounting procedures, methods and facilities do not comply with such requirements, it shall submit a written report to the User advising of the deficiencies, and specify a reasonable time for cure and re-inspection. Failure to correct deficiencies may result in the termination of this Agreement.

Section III - MODIFICATION

Modification of this Agreement may be made only by written agreement of the parties. The **CSISM** may be modified **in** accordance with Section I of this Agreement.

Section IV - TERMINATION

This Agreement **shall** remain in effect until terminated by providing 30 days written notice. If the Government gives notice of intent to terminate for reasons as specified in Section II of the Agreement, the User shall either (i) dispose of his **CCI** inventory in accordance with the requirements of the Manual, or (ii) collect, properly package and deliver all such **CCI** equipment to the Agency or a receiver designated by the Agency at a place or places to be designated by the Agency. Such disposition shall be completed within 30 days of receipt of the notice of intent to terminate, or as soon after as is reasonably practicable. Notwithstanding any such termination, the terms and conditions of this Agreement shall remain in effect for so long as the User is in possession of **CCI** equipment or associated materials. In the event that the User **is** the owner of **all** or a part of the **CCI** inventory, the Government shall receive CCI equipment and material which have not been otherwise properly disposed by the User (as specified above) and make arrangements to sell them to purchaser(s) authorized to hold such **CCI** under an agreement similar to this agreement. The proceeds of such sale shall be remitted to the User.

Section V

The User agrees that he will report to the Agency if his facility clearance is revoked because of factors related to foreign ownership, control or influence (FOCI) or for any other reasons, so that the Agency can determine the User's continued eligibility to purchase, own or use **CCI** equipment. If the Agency determines that the User is no longer authorized because of FOCI, to purchase, **own and/or use CCI** equipment and associated materials, this Agreement shall be terminated as set forth in Section IV.

The User further agrees that he will immediately notify the Agency in the event any petition under the federal Bankruptcy Act, or any other federal or state law for the relief of debtors, is filed for or against the User.

Section VI - NOTICE

All notices provided for in this Agreement **shall** be in writing and **shall** be personally delivered to the party to whom notice is to be given, or mailed through the U.S. Postal Service, First Class, with postage affixed. Notice to the User shall be made at the address given on the first page of this Agreement, or such other address as the User shall hereafter designate in writing. Notice to the Government shall be given to the Deputy Director for Information Security, National Security Agency, Fort George G. Meade, Maryland 20755-6000.

Section VII - PENALTIES

By entering into this agreement the User acknowledges that its failure to adhere to the terms and conditions of the agreement may result in Government instituted civil, criminal, or administrative actions including, but not limited to, contract claims, breach of trust actions, actions to debar or suspend the User as a Government contractor, and criminal prosecution for violations constituting offenses punishable pursuant to the provisions of the United States Code.

Section VIII - WAIVER AND SEVERABILITY OF AGREEMENT PROVISIONS

Waiver by the Government of one breach or default under this Agreement shall not be deemed a waiver of any subsequent breach or default. The Government shall have **sole** discretion to waive or compromise any provision in this Agreement. Furthermore, any such action taken upon one occurrence shall not be deemed to be binding upon the Government upon a subsequent occurrence of the same or similar event.

Section IX - OTHER AGREEMENTS

This Agreement shall not be construed to pertain to, nor to modify or replace any other agreements or contractual arrangements which were previously entered into between the User and the U.S. Government.

Section X - COSTS

The User acknowledges that this Agreement does not obligate Agency funds, and the Agency shall not be liable for any costs or claims of the User arising out of this Agreement or instructions issued hereunder. The parties may, however, enter into agreements or contractual arrangements to provide for secure telecommunications to the User which may be properly chargeable to the Agency or the U.S. Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above:

THE UNITED STATES OF AMERICA

BY _____

(Authorized Representative of
the Government)

(User)

WITNESS

By _____

(Firm)

NOTE : In case of a corporation witnesses are not required, but the certificate must be completed. Type or print names under all signatures.

(Title)

(Address)

NOTE : The User, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.